

*Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this announcement, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this announcement.*

**BHCC Holding Limited**  
*(Incorporated in the Cayman Islands with limited liability)*  
**(Stock Code: 1552)**

**1. COMPLETION OF VERY SUBSTANTIAL ACQUISITION IN RELATION TO  
ACQUISITION OF 45% OF THE EQUITY INTEREST IN AND CAPITAL  
COMMITMENT TO EVERMEGA INVESTMENT HOLDINGS PTE. LTD.; AND**

**2. VOLUNTARY ANNOUNCEMENT – CONNECTED TRANSACTION IN RELATION  
TO PROJECT MANAGEMENT AGREEMENT**

**COMPLETION OF VERY SUBSTANTIAL ACQUISITION**

References are made to the announcements of BHCC Holding Limited (the “**Company**”) dated 4 January 2024 and 18 March 2024, and the circular (the “**Circular**”) of the Company dated 28 February 2024 in relation to, among other things, the Acquisition and the transactions contemplated thereunder. Unless otherwise defined, terms used in this announcement shall have the same meanings as those defined in the Circular.

The Company is pleased to announce that all the conditions precedent to the Sale and Purchase Agreement have been fulfilled and Completion took place on 20 March 2024.

As disclosed in the Circular, upon Completion and subject to the confirmation of the auditors of the Company, the Target Company will become an indirect non-wholly owned subsidiary of the Company and accordingly, the financial information of the target Company will be consolidated into the accounts of the Group.

**CONNECTED TRANSACTION IN RELATION TO PROJECT MANAGEMENT AGREEMENT**

The Company further announces on a voluntary basis that, prior to Completion, on 19 March 2024, the Target Company and Apex Asia Development Pte. Ltd. (“**AA Development**”) entered into a project management agreement (the “**Project Management Agreement**”), pursuant to which AA Development shall, on a project basis, provide project management services in respect of the redevelopment project of the Property (the “**Project**”).

**The Project Management Agreement**

The principal terms of the Project Management Agreement are set out as follows:

***Date***

19 March 2024

**Parties**

- (i) Target Company; and
- (ii) AA Development (as service provider)

**Scope of services**

AA Development shall provide to the Target Company project management services in respect of the Project, including but not limited to, management of engineers, technical officers, consultants and contractors engaged by the Target Company for the Project and liaising and dealing with regulatory authorities in respect of matters relating to the Project (collectively, the “**Services**”).

**Term**

The engagement of AA Development for the provision of Services shall be on a project basis and shall commence on the date of the Project Management Agreement and, subject to early termination under the provisions of the Project Management Agreement, until the completion of the Project (the “**Term**”), being the date of the final completion certificate issued by the architect of the Project (the “**Project Completion**”).

**Service Fee**

The Target Company shall pay AA Development a fixed service fee (the “**Fixed Service Fee**”) representing 1.5% of the total construction cost of the Project (the “**Total Construction Cost**”), being the total construction fee payable by the Target Company to the main contractor for the redevelopment of the Property under the Project, and such Fixed Service Fee shall be capped at S\$520,000. The Fixed Service Fee is payable by the Target Company in instalments in such proportions and on such dates corresponding with the payment schedule of the Total Construction Cost.

In addition to the Fixed Service Fee, upon the Target Company achieving certain threshold in Return on Shareholders’ Investment (as defined below), AA Development shall be entitled to a performance bonus in the following manner (the “**Performance Bonus**”, together with the Fixed Service Fee, the “**Service Fees**”):-

<b>Return on Shareholders’ Investment</b>	<b>Amount of Performance Bonus</b>
<50% of Total Shareholders’ Investment	No Performance Bonus is payable.
>50% of Total Shareholders’ Investment	20% of the amount in excess of the amount equivalent to a 50% Return on Shareholders’ Investment

**“Total Shareholders’ Investment”** shall be the aggregate capital provided by the Target Company’s shareholders to the Target Company from time to time and up to Project Completion, whether by way of share capital subscription and/or provision of shareholders’ loans for the Project; and

**“Return on Shareholders’ Investment”** shall be the proceeds received by the Target Company from the sale of the Property upon Project Completion net of the Total Shareholders’ Investment and all costs and expenses in connection with the Project (other than the Performance Bonus but including the Fixed Service Fee), including, without limitation, the Total Construction Cost, professional fees, sale expenses and any and all taxes.

The Performance Bonus shall be payable in instalments in the following manner:-

- (a) 40% of the Performance Bonus is due and payable by the Company immediately upon Project Completion;
- (b) 60% of the Performance Bonus is payable after the later of (i) the expiry of the Property’s defects liability period upon Project Completion; or (ii) the receipt in full of the proceeds from the sale of the Property by the Target Company.

### **Basis of consideration**

To the best of the knowledge, information and belief of the Directors, and having made all reasonable enquiries, the abovementioned Service Fees and payment method were determined after arm’s length negotiation between the parties to the Project Management Agreement and were on normal commercial terms taking into account the following factors: (i) the scope of the Services provided; (ii) the estimated costs of providing the Services; and (iii) the market rates and remuneration packages (comprising both fixed service fees and performance bonuses) of similar services offered by other third-party service providers.

Furthermore, having considered that (i) the Shareholders’ Agreement has provided that Apex Asia shall be responsible, or shall procure its associated company(ies) to be responsible for the project management of the Project; (ii) the scope of Services is not less than that as set out in the Shareholders’ Agreement; and (iii) the terms of the Project Management Agreement, including the consideration, were reached after arm’s length negotiation and were on normal commercial terms, particularly the Service Fees, comprising both fixed service fees and performance bonuses, were in line with market rates and norms, the Board is of the view that the entering into, and the terms of the Project Management Agreement are in the interest of the Target Company, the Company and the Shareholders as a whole.

### **Information of AA Development**

To the best of the knowledge, information and belief of the Directors, and having made all reasonable enquiries, AA Development is a company incorporated in Singapore with limited liability and is principally engaged in property development. AA Development is the indirect holding company of Apex Asia, the holder of 10% of the issued share capital of the Target Company, and are both ultimately owned as to 70% by Li Jun and as to 30% by Tan Shu Mei.

## **Listing Rules implications**

AA Development was not a connected person of the Company under the Listing Rules as at the date of the Project Management Agreement. Upon Completion and subject to the confirmation of the auditors of the Company, the Target Company will become an indirect non-wholly owned subsidiary of the Company and is owned as to 10% by Apex Asia who is a connected person of the Company at subsidiary level. Given that AA Development is the indirect holding company of Apex Asia, AA Development is therefore also a connected person of the Company at subsidiary level, the transactions contemplated under the Project Management Agreement will constitute a connected transaction of the Company upon Completion and the Company will comply with the annual reporting requirements under Chapter 14A of the Listing Rules.

By order of the Board  
**BHCC Holding Limited**  
**Mr. Yang Xiping**  
*Chairman and executive Director*

Singapore, 20 March 2024

*As at the date of this announcement, the Board comprises Mr. Yang Xiping and Ms. Han Yuying as executive Directors; and Ms. Chan Bee Leng, Mr. Kwong Choong Kuen (Huang Zhongquan) and Mr. Ooi Soo Liat as independent non-executive Directors.*